

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

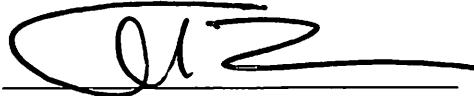
PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

<u>Safra National Bank of New York</u> Name of Transferee	<u>Bank Hapoalim B.M.</u> Name of Transferor
Name and Address where notices to transferee should be sent: Safra National Bank of New York 546 Fifth Avenue, New York, NY 10036 Attention: Securities Operations	Court Claim # (if known): 55854 Total Amount of Claim Filed: \$107,993,120.00 Amount of Claim Transferred: ISIN/CUSIP: Blocking Number: Date Claim Filed: 10/29/2009 Phone: Last Four Digits of Acct #: _____

Name and address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent Date: 6 / 30 / 2017

[Hapoalim as Seller]

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Bank **Hapoalim B.M.** ("Transferor"), acting on behalf of one or more of its customers (the "Customer"), hereby unconditionally and irrevocably transfers and assigns to **Safra National Bank of New York** (the "Transferee") as of the date hereof, (a) an undivided interest, to the extent of the principal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55854 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller or its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's or Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller, Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller's Customer is the beneficial owner of the Purchased Securities relating to the Purchased Claim and specified in Schedule 1 attached hereto; (d) Seller or its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of PARTIAL Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (g) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) in the form attached as Exhibit A hereto, including this Agreement and Evidence of PARTIAL Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

[Hapoalim as Seller]

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of PARTIAL Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of PARTIAL Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this 21 day June, 2017.

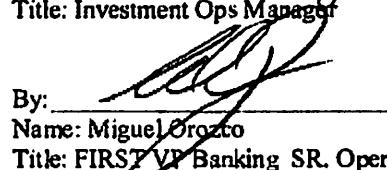
{Transferor}:

BANK HAPOALIM B.M. Miami

By: 

Name: Oscar Rodriguez

Title: Investment Ops Manager

By: 

Name: Miguel Orozco

Title: FIRST VP Banking SR. Operations Manager

Address:

18851 NE 29th Ave , Suite 800
Aventura, FL 33180
USA

{Transferee}: SAFRA NATIONAL BANK OF NEW YORK as Custodian

By: 

Name:

Title:

Executive Vice President

Chief Compliance Officer

SAFRA National Bank of New York

Carlos Bertacco

Controller

SAFRA National Bank of New York

By: _____

Name:

Title:

Address:

546 5th Avenue

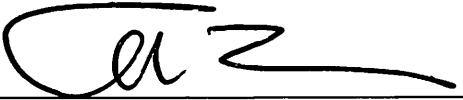
New York, NY 10026

CERTIFICATION REGARDING STATUS
OFAC Certification

Creditor Name: Safra National Bank of New York
Claim Number(s):

I, the undersigned, am the above-referenced creditor, or an authorized signatory for the above-referenced creditor (the "Creditor"), and hereby certify that neither the Creditor nor, to the best of the Creditor's knowledge, any person or entity for whom the Creditor may be acting or who may be the beneficial owner of the applicable claim(s), security/(ies), or interest(s) is a person or entity with whom it is illegal for a U.S. person to transact under the Office of Foreign Assets Control ("OFAC") sanctions laws and regulations and the list of Specially Designated Nationals and Blocked Persons.

Dated: 6 / 30 / 2017



Signature

PETER JAVIER

Executive Vice President
Print Name
Chief Compliance Officer
Safra National Bank of New York

Title (if applicable)

Form **W-9**(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SAFRA NATIONAL BANK OF NEW YORK

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

 Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate
 Single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**Exemption from FATCA reporting code (if any) **J**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

546 5TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

NEW YORK, NY 10036

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number								
1	3	-	3	3	7	9	5	0
8								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here Signature of
U.S. person ►

Date ►

6-30-17**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Schedule 1
Final

Transferred Claims

Purchased Claim

\$15,200,000.00 of \$107,993,120.00 (the outstanding amount of the Proof of Claim as of October 29th, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euromarket Blocking Number	Settlement Date
3P0501 LEHM 6MUS LIBOR 1/6/20	XS0206245234	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	650,000.00	N/A	01/06/20	6049647	N/A
3P0508 LEHM 6MUS LIBOR 1/13/20	XS0207502781	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	590,000.00	N/A	01/13/20	6047290	N/A
3P0522T LEHM 6MUS LIBOR 2/3/20	XS0211092316	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	150,000.00	N/A	02/03/20	6049649	N/A
3P0547 LEHM 6MUS LIBOR 4/19/20	XS0216140094	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	220,000.00	N/A	04/19/20	6049650	N/A
3P07115 LEHM INDEX BKT 10/4/10	XS0319211982	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	500,000.00	N/A	N/A	6049655	N/A
3P07116 LEHM CMDTY 10/5/09	XS0319273404	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	200,000.00	N/A	11/24/12	6049680	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P07142 LEHM FRG INDEX 11/5/10	XS0326215893	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	160,000.00	N/A	11/5/2020	6043274	N/A
3P07147 LEHM SWPSPRDRG 11/5/19	XS0327725528	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	240,000.00	N/A	11/5/2019	6049686	N/A
3P07171 LEHM SWPSPRDRG 12/5/19	XS0332025120	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	410,000.00	N/A	12/05/2019	6047390	N/A
3P07185 LEHM SWPSPRDRG 1/3/20	XS0334732491	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	490,000.00	N/A	1/3/2020	6049740	N/A
3P07179 LEHM INDEX BKT 1/10/12	XS0334918322	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	100,000.00	N/A	12/10/2020	6049741	N/A
3P0806 LEHM SWPSPRDRG 1/10/20	XS0338754525	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	130,000.00	N/A	1/10/2020	6049743	N/A
3P0809 LEHM SWPSPRDRG 2/15/20	XS0339215351	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	970,000.00	N/A	2/15/2020	6049744	N/A
3P0817T LEHM SWPSPRDRG 2/15/23	XS0340592681	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	3,030,000.00	N/A	02/15/2023	6049773	N/A
3P0833 LEHM SFT CMDT 2/15/2011	XS0344095871	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	510,000.00	N/A	02/15/2020	6049775	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P0840 LEHM SOFT CMDT 03/18/11	XS0346461634	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	450,000.00	N/A	03/18/2020	6047417	N/A
3P0844 LEHM SMPL STEP 3/18/15	XS0346466781	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	3,890,000.00	N/A	03/18/15	6049850	N/A
3P0847 LEHM 4 BKT IDX 3/18/10	XS0346859084	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	50,000.00	N/A	03/18/10	6049851	N/A
3P0857T LEHM SWPSPRDRNG 3/4/23	XS0347872128	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	1,100,000.00	N/A	03/03/2023	6049853	N/A
3P0860T LEHM 3MUSLIBOR 2/27/20	XS0347925264	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	270,000.00	N/A	2/27/2020	6049854	N/A
3P0864T LEHM SWPSPRDRG 3/25/23	XS0349904689	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	250,000.00	N/A	03/25/2023	6049855	N/A
3P0873 LEHM SWPSPRDRG 3/18/20	XS0351984827	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	170,000.00	N/A	03/18/2020	6049897	N/A
3P08144TX LEHSMPL STEP 5/21/13	XS0364167006	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	300,000.00	N/A	5/21/2020	6069692	N/A

[Hapoalim as Seller]

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Euroclear Blocking Number	Settlement Date
3P08157T LEH SWPSPRDRG 5/30/23	XS0365475531	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	50,000.00	N/A	5/30/2023	6049900	N/A
3P08169T LEHM SWPSPRDRG 6/5/23	XS0366383387	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	120,000.00	N/A	06/05/2023	6049902	N/A
3P07198TX LEH SPDRIDX 12/27/08	XS0337787161	LEHMAN BROTHERS TSRY CO B.V.	LEHMAN BROTHERS HOLDINGS INC	200,000.00	N/A	12/27/2008	6049742	N/A



Safra Securities LLC



Via Overnight Mail

June 30, 2017

United States Bankruptcy Court
Southern District of New York
Att: Lehman Brothers Holdings Inc
One Bowling Green
New York, NY 10004-1408

Re: Case Number: 08-13555, Claim No. 55854, In Re: Lehman Brothers Holdings, Inc.

To Whom It May Concern,

Enclosed, please find all required documents relating to Case Number: 08-13555, Claim No. 55854, in re: Lehman Brothers Holdings, Inc.

Should you have any additional questions or concerns, please contact the undersigned at 212-704-5617.

Sincerely,

Michael Collins
Compliance Officer